

**REMARKS**

By the present paper claims 11 and 17 are amended and no claims are cancelled. Claims 11, 16 - 19, 22 - 35, and 37 are in the Application.

Entry of the amendments and reconsideration of the Application are respectfully requested.

**The Claim Amendments:**

The claims are amended according to requirements of the Office Action.

**The Claim Objections:**

Claims 11 and 17 were objected to for informalities. Applicants respectfully submit that the present amendments cures the infirmities.

**Claim Rejections Under 35 U.S.C. § 112:**

Claims 11, 16 - 19, 22 - 35 and 37 were rejected under 35 U.S.C. § 112, ¶1, as allegedly failing to comply with the written description requirement. Applicants respectfully traverse. Applicants respectfully submit that the burden is on the Office to at least make a *prima facie* case why a person skilled in the art would not recognize that which is disclosed as that which is claimed. M.P.E.P. § 2163.04. The Office points to alleged infirmities in claims 11 and 37. Applicants turn first to claim 11.

The Office appears to base its *prima facie* case solely on the fact that “first pattern” and “second pattern” are not recited *in haec verba* in the specification and that the phrases “first pattern” and “second pattern” are new matter because there is allegedly no written description to support them.

Applicants respectfully submit that written description of a claim limitation - as filed or added by amendment - need not find literal word-for-

word support in the specification. In the context of a claim amendment, mere rephrasing does not, by itself, raise a written description issue. The Office alleges that the person skilled in the art would not have recognized that Applicants possessed a self-adhesive sheet having different patterns on different surfaces because “first” and “second” do not appear, verbatim, in the specification.

At least in the passage from 3:26 to 4:7 of their specification, Applicants demonstrate that multiple adhesive patterns on different sides of the adhesive sheet were contemplated by the Applicants. The skilled artisan of the day would have so recognized.

The adjectives “first”, “second”, etc. are frequently used in patent claim drafting to avoid arbitrary descriptions such as “left”, “right”, etc. when distinguishing multiple, generically-similar elements in a claim. In claim 1, the generically similar elements are adhesive layers, further differentiated by having layers of adhesive of different geometry. The portion of the specification referred to contemplates that differently situated adhesive layers can have different patterns of adhesive, without regard to arbitrary orientation. What is described in the specification is what is claimed, even if it is not claimed *in haec verba*.

Concerning claim 37, the Office Action alleges that the limitation “entire top surface” lacks written description and is therefor new matter. As noted above, support for a claim limitation need not be found word-for-word in the specification. It is sufficient if one skilled in the art would recognize that the inventor invented what is now claimed.

By analogy to the analysis of antecedent basis, some bases for claim language are implied or understood by the skilled artisan. For example, the

skilled artisan knows that a circle has a center; “a circle having a center” need not be recited. Not every description must be express.

Beginning at 4:26, the specification discloses that the self adhesive sheets have a length and a width. These dimensions may be large, i.e. as large as the floor area to be covered. But the dimensions are finite.

Applicants respectfully submit that recitation of length and width sufficient to adequately cover the entire floor conveys to the skilled artisan that Applicants contemplated an adhesive sheet having a pattern of adhesive on its “entire top surface”.

Claims 11, 16 - 19, 22 - 35, and 37 were rejected because the terms “first pattern”, “second pattern”, and “entire top surface” are allegedly unclear.

Claims are interpreted in light of the specification from the point of view of the person skilled in the relevant art, or one closely associated with it. For the reasons discussed above in their traversal of the written description rejections, Applicants respectfully submit that the adjectives “first” and “second” are readily parsable by the skilled artisan.

One skilled in the art of floor covering knows that carpets and carpet backings are planar and that the planes have two surfaces (up/down, first/second, carpet proximal/floor proximal). The skilled artisan reading claim 1 in light of the specification would understand that “top” referred to carpet proximal. In view of Applicants disclosure at 4:26 to 5:2 that the self adhesive sheet is analogously designed to cover the entire area of the floor to be covered with floor covering supports the limitation. The skilled artisan would accordingly also understand “entire top surface” to be substantially all of the

carpet proximal surface of the adhesive strip and that this surface is covered with a pattern of adhesive.

**REQUEST FOR EXTENSION OF TIME**

Applicants respectfully request a three month extension of time for responding to the Office Action. The fee of \$ 555.00 for the extension is provided for in the charge authorization presented in the PTO Form 2038, Credit Card Payment form, provided herewith.

If there is any discrepancy between the fee(s) due and the fee payment authorized in the Credit Card Payment Form PTO-2038 or the Form PTO-2038 is missing or fee payment via the Form PTO-2038 cannot be processed, the USPTO is hereby authorized to charge any fee(s) or fee(s) deficiency or credit any excess payment to Deposit Account No. 10-1250.

Respectfully submitted,

JORDAN AND HAMBURG LLP

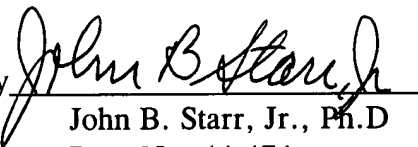
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